

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Bruce King Redding, Jr. Debtor SN Servicing Corporation as servicer for U.S. Bank Trust National Association, as Trustee of the Lodge Series III Trust Movant v. Bruce King Redding, Jr. Respondent	Case No.: 21-11430-mdc Chapter: 11 Judge: Magdeline D. Coleman Hearing Date: November 17, 2021 at 11:30 am Objection Deadline: November 5, 2021
---	--

MOTION FOR RELIEF FROM THE
AUTOMATIC STAY AND RELIEF FROM THE CO-DEBTOR STAY

SN Servicing Corporation as servicer for U.S. Bank Trust National Association, as Trustee of the Lodge Series III Trust (together with any successor and/or assign, “Movant”) hereby moves this Court for an Order (i) pursuant to 11 U.S.C. § 362(d)(1), vacating the automatic stay to permit Movant to enforce its mortgage on the Debtor’s premises located at 1 Kathryn Lane, Broomall, PA 19008 (the “Property”) and (ii) for such other and further relief as is just and proper. In support of this Motion, Movant respectfully states:

1. Movant is the holder of a Note executed by the Debtor and dated December 12, 2007, whereby the Debtor promised to repay \$500,000.00 plus interest to Equifirst Corporation (the “Original Lender”). To secure the repayment of the Note, the Debtor and Rose Marie Culbreath (the “Co-Mortgagor”) executed a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Original Lender, encumbering the Property, which was recorded in Recorder of Deeds Office in Delaware County, Pennsylvania under Book 04278,

Page 2043. The Mortgage was ultimately assigned to Movant by an Assignment of Mortgage. The Debtor entered into a Loan Modification Agreement, effective November 1, 2011 with previous servicer Marix Servicing, that created a new principal balance of \$644,139.99. A copy of the Note, Mortgage, Loan Modification Agreement, and Assignments of Mortgage are attached hereto as **Exhibit A**.

2. A Petition under Chapter 11 of the United States Bankruptcy Code was filed with respect to the Debtor on May 19, 2021.

3. This Court has jurisdiction over this case and this motion pursuant to 28 U.S.C. §§ 157 and 1334.

4. Venue of this case and this motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The Debtor has failed to make current mortgage payments due to Movant under the terms of the Loan Modification Agreement. As a result, the Mortgage remains post-petition due for June 1, 2021.

6. Pursuant to 11 U.S.C. §362 (d)(1), the court shall enter an order granting a secured creditor relief from the automatic stay for cause “including the lack of adequate protection of an interest in property of such party and interest.”

7. Specifically, courts have found cause for the granting of relief from an automatic stay where the debtor has failed to make post-petition mortgage payments as they become due. *In Re Michael Lancelot Taylor*, 151 B.R. 646,648 (Bankr. E.D.N.Y. 1993).

8. Plaintiff incurred attorney’s fees in the amount of \$1,050.00 and filing costs of \$188.00 in connection with filing and prosecuting of this motion for relief and seeks recovery of those amounts in order to cure the post-petition default.

9. Since grounds exist to vacate the stay in Debtor's case, Movant therefore requests that the automatic stay imposed under 11 U.S.C. § 362(a) be modified and terminated for cause to permit Movant to pursue its rights under the Mortgage and applicable law, including without limitation, the commencement and consummation of a foreclosure action and/or eviction proceeding.

WHEREFORE, Movant respectfully requests an Order of this Court vacating the automatic stay for cause pursuant to 11 U.S.C. § 362(d)(1); and for such other, further and different relief as to this Court may deem just, proper and equitable.

Dated: October 22, 2021

By: /s/ Lorraine Gazzara Doyle
Lorraine Gazzara Doyle, Esq.
FRIEDMAN VARTOLO LLP
Attorneys for Movant
1325 Franklin Avenue, Suite 230
Garden City, New York 11530
T: (212) 471-5100
F: (212) 471-5150
Bankruptcy@FriedmanVartolo.com